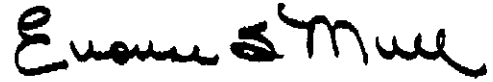


D2020005704

BK:4746 PG:164-180

FILED IN OFFICE
CLERK OF COURT
09/11/2020 12:38 PM
EVONNE S. MULL, CLERK
SUPERIOR COURT
DOUGHERTY COUNTY, GA



After Recording Return to:
Brown and Caldwell
Attn: Daniel McCloy
990 Hammond Drive, Suite 400
Atlanta, Georgia 30328

CROSS-REFERENCE:

County: _____
Deed Book: _____
Page(s): _____

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Albany Partners, LLC, Albany Sport Co., and Brunswick Corporation as set forth herein.

Fee Simple Owner(s)/Grantor(s):

Albany Partners, LLC
32500 Telegraph Road, #222
Bingham Farms, Michigan 48025

**Grantee/Holder with the
power to enforce:**

Albany Partners, LLC
32500 Telegraph Road, #222
Bingham Farms, Michigan 48025

Albany Sport Co.
130 E. Randolph St, Ste 600
Chicago, IL 60601

Brunswick Corporation
26125 N Riverwoods Boulevard, Suite 500
Mettawa, IL 60045

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources

Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

**Persons with Interests
other than Fee Simple:**

Slappey Financial, LLC
32500 Telegraph Road, #222
Bingham Farms, Michigan 48025

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 49.88 acres of real property located at 1601 South Slappey Boulevard, Albany, Dougherty, County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 1, 1999 to Albany Partners, LLC; such conveyance is recorded in Deed Book 2037, Page 337, of the Dougherty County deed records. The Property is located in Land Lot 376 of the First District of Dougherty County, Georgia.

The tax parcel(s) of the Property is 00212/00001/019 of Dougherty County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B1.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Albany Partners, LLC, Albany Sport Co., Brunswick Corporation, and Slappey Financial, LLC, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Former McGregor facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, Georgia 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI 10398 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. **Real Property.** The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Dougherty County zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. A vapor intrusion assessment shall be completed prior to any new construction of enclosed buildings in the specific areas of the Property where previous indications of volatile organic compounds impacts were identified, as shown on the attached Exhibit B1. A survey and legal description of the area where previous indications of volatile organic compounds impacts were identified are provided as Exhibits B2 and B3, respectively.
- B. **Groundwater.** The use or extraction of groundwater beneath the Property for drinking water or other non-remedial uses shall be prohibited.
- C. **Periodic Reporting.** The Owner or its designee shall inspect the Property and applicable property instruments to ensure compliance with this document and the Owner shall complete and submit to EPD the Property Evaluation Form attached to this document as Exhibit C. This report should document whether or not the activity and use limitations in this Environmental Covenant are being abided by.

Other Requirements. The Property is subject to the following additional requirements.

- A. **Notice of Limitations and Requirements in Future Conveyances.** Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. **Notice to EPD of Future Conveyances.** Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and Albany Partners, LLC, Albany Sport Co., and Brunswick Corporation. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. **Notice of Change of Use.** If such activity will materially affect the limitations on groundwater, residential uses, or new construction in the area identified in Exhibit B2, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access and Enforcement

Authorized representatives of EPD and Albany Partners, LLC (or its successor) shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD and Albany Partners, LLC (or its successor) and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Albany Partners, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Albany Partners, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). Albany Partners, LLC represents and warrants that all of the following are true and correct:

- A. Albany Partners, LLC holds fee simple title to the Property.
- B. Albany Partners, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Albany Partners, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Albany Partners, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement,

- contract, order or instrument to which Albany Partners, LLC is a party or by which Albany Partners, LLC may be bound.
- D. Albany Partners, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;]
 - E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
 - F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Albany Partners, LLC will serve a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
 Branch Chief
 Land Protection Branch
 2 Martin Luther King Jr. Drive SE
 Suite 1054 East Tower
 Atlanta, GA 30334

With a copy to:

Albany Partners, LLC
 32500 Telegraph Road, #222
 Bingham Farms, Michigan 48025

Albany Sport Co.
 130 E. Randolph St, Ste 600
 Chicago, IL 60601

Brunswick Corporation
 26125 N Riverwoods Boulevard, Suite 500
 Mettawa, IL 60045

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

Albany Partners, LLC

Eric A. Gold
(Signature)

Eric A. Gold

Authorized Signatory

Signed in the presence of:

LeeAnn Burr
Unofficial Witness (signature)

LEEANN BURR
Unofficial Witness (print name)

State of Michigan
County of Oakland

This instrument was signed or attested before
me this 14th day of JULY, 2020, by
Eric A. Gold.

☒ Personally Known
☐ Produced Identification

Sandra M. Hedgecough
Notary Public (Signature)


My Commission Expires: 11-6-2022

(NOTARY SEAL) _____

SANDRA M. HEDGECOUGH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 6, 2022
ACTING IN COUNTY OF

Grantee

Albany Partners, LLC


 (Signature)

Eric A. Gold

Authorized Signatory

Signed in the presence of:



 Unofficial Witness (signature)

LEE ANN BURR
 Unofficial Witness (print name)

State of Michigan
 County of Oakland

This instrument was signed or attested before
 me this 14 day of July, 2020 by
 Eric A. Gold.

☒ Personally Known
☐ Produced Identification


 Notary Public (Signature)

My Commission Expires: 11-6-2022

(NOTARY SEAL) _____

SANDRA M. HEDGECOUGH
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Nov 6, 2022
 ACTING IN COUNTY OF

Grantee

Albany Sport Co.

Ray Berens
(Signature)

Signed in the presence of:

Ray Berens

Authorized Signatory

Ann K Berens
Unofficial Witness (signature)
ANN K BERENS
Unofficial Witness (print name)

State of Illinois
County of Cook

This instrument was signed or attested before
me this 29 day of July, 2020, by
Ray Berens.

Personally Known

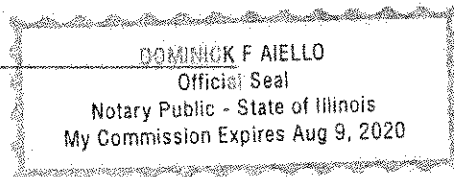
☒ Produced Identification

Dominick F Aiello
Notary Public (Signature)

My Commission Expires:

08/09/2020

(NOTARY SEAL)



Grantee

Brunswick Corporation

Christopher F. Dekker
 (Signature)

Christopher F. Dekker

Vice President, General Counsel and
Secretary

Signed in the presence of:

Maureen H. Gun
 Unofficial Witness (signature)

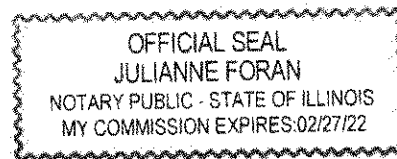
Unofficial Witness (signature)

Maureen H. Gun
 Unofficial Witness (print name)

State of Illinois
County of Lake

This instrument was signed or attested before
 me this 21 day of July, 2020 by
 Christopher F. Dekker.

☒ Personally Known
☐ Produced Identification



Julianne Foran
 Notary Public (Signature)

My Commission Expires: 02/27/2022

(NOTARY SEAL) _____

Persons with Interests other than Fee Simple

Slaphey Financial, LLC

Eric A. Gold
(Signature)

Eric A. Gold

Authorized Signatory

Signed in the presence of:

Lee Ann Burr

Unofficial Witness (signature)

LEE ANN BURR

Unofficial Witness (print name)

State of Michigan
County of Oakland

This instrument was signed or attested before
me this 14th day of July, 2020, by
Eric A. Gold.

☒ Personally Known
☐ Produced Identification

Sandra M. Hedgecough
Notary Public (Signature)

My Commission Expires: 11-6-2022

(NOTARY SEAL) _____

SANDRA M. HEDGECOUGH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 6, 2022
ACTING IN COUNTY OF

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 27 day of August, 2020:

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

Traci P. Douglas
Unofficial Witness (signature)

Traci P. Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 27 day of August, 2020 by
[Name].

☒ Personally Known
☐ Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

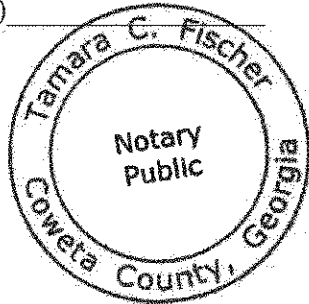


Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in the northeast corner of Land Lot 376, First Land District, Albany, Dougherty County, Georgia, and being more particularly described as follows:

To find the true point of beginning, commence at the corner common to Land Lots 361, 362, 375 and 376, First Land District, Dougherty County, which starting point is also located on the centerline of Slappey Boulevard (100' right of way); thence along the north line of Land Lot 376 a distance of 50 feet to the west right of way of Slappey Boulevard to the concrete monument being the true POINT OF BEGINNING; from this true point of beginning thus established, run thence south 01 degree 30 minutes east along the west right of way of Slappey Boulevard a distance of 974.66 feet to a concrete monument; thence south 45 degrees 57 minutes west a distance of 40.67 feet to a concrete monument on the north right of way of Industry Avenue (60' right of way); thence south 87 degrees 05 minutes west 2,137.72 feet to an iron pin on the north right of way of Industry Avenue; thence north 01 degree 50 minutes west a distance of 997.55 feet to an iron pin on the north line of Land Lot 376; thence along said lot line north 86 degrees 51 minutes east a distance of 481.80 feet to an iron pin; thence north 87 degrees 02 minutes east a distance of 1,691.82 feet to a concrete monument, being the point of beginning; said property being shown on that survey for Northern Group Limited Partnership prepared by Dubeau Surveying Company, and dated June 20, 1983, last revised July 13, 1983.

Exhibit B1
Map of Property



Exhibit B2
Survey of VOC Plume Construction Boundary Requiring Vapor Intrusion
Assessment

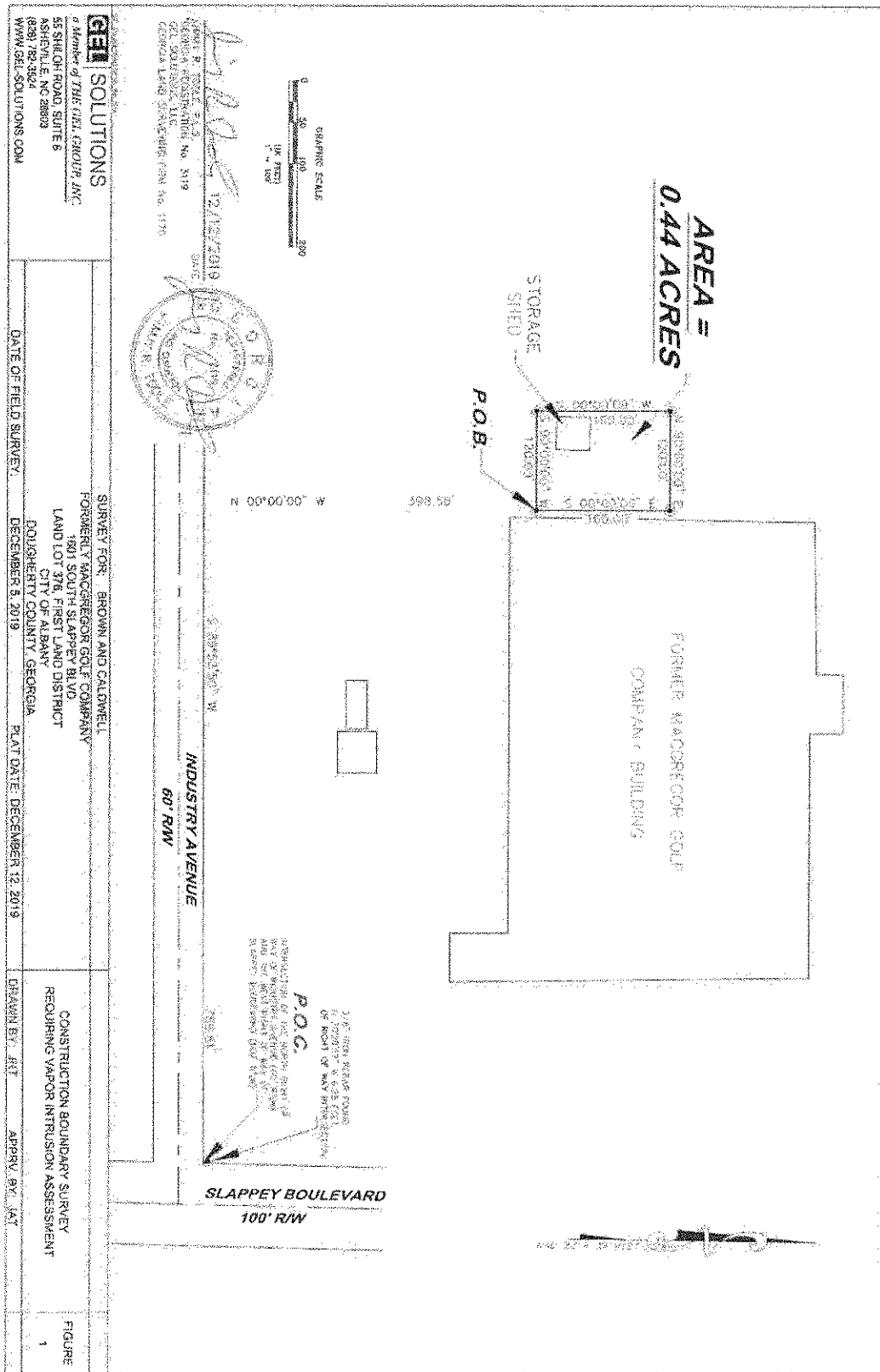


Exhibit B3**Legal Description of VOC Plume Construction Boundary Requiring Vapor Intrusion Assessment**

All that certain tract or parcel of land lying and being in Land Lot 376, 1st Land District, State of Georgia, County of Dougherty Containing 0.44 Acres and being depicted on that certain plat for Brown and Caldwell, Prepared by GEL Solutions, LLC, Jimmy R. Toole, GA Registered Land Surveyor No. 3119 and being more particularly described as follows;

Commencing at the intersection of the North right of way of Industry Avenue and the West right of way of Slappey Boulevard, which point is located South 20 degrees 20 minutes 57 seconds East of a 3/8" iron rebar found, thence go along the aforementioned North right of way of Industry Avenue South 89 degrees 53 minutes 30 seconds West 788.81 feet to a point, Thence leaving the aforementioned North right of way of Industry Avenue go North 00 degrees 00 minutes 00 seconds West 398.58 feet to the Point of Beginning of the herein described tract, which point is marked by a 5/8" iron rebar. Thence go South 90 degrees 00 minutes 00 seconds West 120.00 feet to a 5/8" iron rebar. Thence go North 00 degrees 00 minutes 00 seconds West 160.00 feet to a 5/8" iron rebar. Thence go North 90 degrees 00 minutes 00 seconds East 120.00 feet to a 5/8" Iron rebar. Thence go South 00 degrees 00 minutes 00 seconds East 160.00 feet to the Point of Beginning. Said tract containing 0.44 Acres and being a portion of that certain parcel as recorded in Deed Book 3949, Page 119 and recorded in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

Exhibit C Property Evaluation Form

Former MacGregor Golf Company, HSI Site No. 10398
Parcel 00212/00001/019

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils that do not meet residential standards at this HSRA site in excess of 250 days per year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this HSRA site in excess of 25 years throughout their career?		
	3	Is there evidence of groundwater usage on the Property (00212/00001/019) or the adjacent Parcel to the south (00212/0001/30E)?		
	3a	If yes to 3, are corrective measures being taken?		
	4	Have any new enclosed buildings been constructed on the property shown on Exhibit B2?		
	4a	If yes to 4, has a vapor intrusion assessment been completed?		
Property Instruments	5	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	5a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	6	Date of inspection:		
	6a	Name of inspector:		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE